

**ಬೆಂಗಳೂರು ಸಂಯೋಜಿತ ರೈಲು ಮೂಲಸೌಲಭ್ಯ
ಅಭಿವೃದ್ಧಿ ಉದ್ಯಮ ನಿಯಮಿತ (ಬಿ-ರೈಡ್)**

BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE)

Bi-RIDE

Tender Number: Bi-RIDE/BSRP/C1C4/SP-SSP Modification/2025

DATE: 25.09.2025

TENDER DOCUMENT

NAME OF WORK:

“Design, Supply, Erection, Testing & Commissioning for the Shifting/modification of 8 Nos of Switching Stations along with SCADA (comprising of 6 Nos. of Sub Sectioning & Paralleling Posts and 2 Nos. of Sectioning & Paralleling Posts) which are infringing the alignment of Corridor-1 & Corridor-4 of BSRP with necessary modification in existing Over Head Equipment/PSI Arrangement if required”.

Through e-procurement Portal (CPP Portal) only

BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE)

Samparka Soudha,
1st Floor, Dr. Rajkumar Road,
Opposite Orion Mall,
Rajajinagar 1st Block, Bengaluru-560010
Email: gmprocurement@kride.in

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”

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SCHEDULE OF BIDDING PROCESS:

“Design, Supply, Erection, Testing & Commissioning for the Shifting/modification of 8 Nos of Switching Stations along with SCADA (comprising of 6 Nos. of Sub Sectioning & Paralleling Posts and 2 Nos. of Sectioning & Paralleling Posts) which are infringing the alignment of Corridor-1 & Corridor-4 of BSRP with necessary modification in existing Over Head Equipment/PSI Arrangement if required”.

S.N.	EVENT DESCRIPTION	DATE
1	Tender no:	Bi-RIDE/BSRP/C1C4/SP-SSP Modification/2025
2	Tender document can be downloaded from	https://etenders.gov.in/eprocure/app
3	Period of sale of tender document	As per CPP Portal
4	Last date for sale of tender document	As per CPP Portal
5	Last date for receiving queries	As per CPP Portal notified in e- procurement Submission in e-procurement portal / email to gmprocurement@kride.in only.
6	Cost of the tender documents	INR 25,000/- (inclusive of 18% GST) Non-Refundable (Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of employer are mentioned in succeeding para. The Tenderers are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) failing which payment may not be considered at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost, if applicable)
7	Pre-bid meeting at venue	As per CPP Portal
8	Authority response to queries latest by	As per CPP Portal
8	Last date and time for submission of bids online	As per CPP Portal
9	Date and time of opening of cover one of tender (technical bid)	As per CPP Portal
10	Place of opening of cover one of tenders (technical bid)	The opening of the Technical Bid shall take place at Bi-RIDE Corporate office, Bangalore.
11	Place of opening of cover two of tenders (financial bid)	The opening of the Financial Bid shall take place at Bi-RIDE Corporate office, Bangalore.
12	Date and time of opening of cover two of tenders (financial bid)	Will be intimated to the all Tenderers through e-Procurement Portal and email 7 days in advance.
13	Address for communication	GM/Procurement & Contracts BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE) #8, 1 st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1 st Block, Bengaluru mail: gmprocurement@kride.in

SECTION - 1
INVITATION FOR TENDERS (IFT)

**Bi- RIDE [BENGALURU INTEGRATED RAIL INFRASTRUCTURE
DEVELOPMENT ENTERPRISE LIMITED]**

**INVITATION FOR TENDERS (IFT)
(Through e-tendering mode)**

Tender Notice No. **BI-RIDE/BSRP/C1C4/SP-SSP Modification/2025****Date: 25.09.2025**

1. BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE), a SPV by KRIDE having its registered office at#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India invites Bids from eligible Bids, for works as tabulated the under Single stage: Packet system (Technical Bid and Financial Bid in separate packets).

NAME OF WORK	TENDER SECURITY / EMD	APPROX.VALUE OF WORK (IN Rs.)	Period of Completion
“Design, Supply, Erection, Testing & Commissioning for the Shifting/modification of 8 Nos of Switching Stations along with SCADA (comprising of 6 Nos. of Sub Sectioning & Paralleling Posts and 2 Nos. of Sectioning & Paralleling Posts) which are infringing the alignment of Corridor-1 & Corridor-4 of BSRP with necessary modification in existing Over Head Equipment/PSI Arrangement if required”	₹ 12,59,000/- Refer ITT clause 13.	₹ 8,39,04,646.37/- Excl. GST	24 Months

NOTES:

- The Selected Bidder (Contractor) shall be responsible for Design, Supply, Erection, Testing & Commissioning for Electrical shifting works mentioned under and in accordance with the provisions of Design, Supply, Erection, Testing & Commissioning for Electrical shifting works agreement to be entered into between the Selected Bidder and the Authority (Bi-RIDE). The scope of work (refer above table).
- The Project, including the scope of the works, services and obligations are mentioned in Employer's Requirement, Conditions of Contract (GCC, PCC, and Contract Data) and all other related documents in the Bid Document.
- The tenderers are advised to examine the Project in greater detail, and to carry out, at their cost, all such studies and analysis as may be required for submitting their respective Bids for award of the contract.
- Pre-Bid meeting: A Pre- Bid meeting will be held on as notified in e-procurement portal in the office of BI-RIDE, Bengaluru to understand / discuss the issues / queries with regard to the Bid Document, if any, as stated in Clause – 8.2 of ITT of the Tender document. The queries may be answered subsequently, based on their merits. However, the queries shall be sent to BI-RIDE by bidders on or before as notified in e-procurement portal through E-mail (gmprocurement@kride.in).

The tender or his authorized representative is invited to attend a pre-bid meeting which will take place at the office of BI-RIDE Bengaluru and or @ VC as per the date and time specified in the e - procurement portal. If the tenderer is willing to attend Pre- Bid meeting online then the tenderer is requested to communicate via [email- gmprocurement@kride.in](mailto:gmprocurement@kride.in) at least 02 days prior to date of pre bid meeting so that link can be communicated to the tenderers.

The tenderers are advised to submit a copy of the queries in soft copy (word/excel) also in the following format only.

S. N	Reference section	Reference clause	Queries

Bidders shall keep checking the websites for any change in the above dates and times.

5. The Bidders shall submit the tender through e - procurement portal. The Bidders shall submit scanned copies of their registration certificate, work done certificates and any other documents online. More information can be had from the website <https://etenders.gov.in/eprocure/app>.
6. Manual bids will not be accepted. The Tenderers are advised to note the minimum qualification criteria specified in Clause No.2 & 3 of the ITT, Section 2.
7. Tenders must be accompanied by a Bid Security as per ITT 13 in the form mentioned in Section IV: Qualification Information / Bidding Forms - in any one of the forms as specified. The Bid Security shall have to be valid for 45 days beyond the validity of the tender, specified in the tender documents. **Any tenders received without Bid security will be summarily rejected.**
8. Tender Documents can be downloaded from CPP Portal i.e., <https://etenders.gov.in/eprocure/app> from CPP Portal and the tenders must be submitted online in CPP portal only.
9. On the schedule date of opening of Tenders, initially, only the Technical Bids will be opened online in the Portal in the presence of representatives of Bidders who choose to attend (physical or by VC) on the date & time as mentioned in the tender document in the office of the GM/Procurement & contracts. The Technical Bids will be evaluated by Bi-RIDE in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the Bids would be permitted after the opening of Bids.
10. Financial Bids of Bidders, qualified in the Technical Evaluation, will be opened on the date and at the time advised by Bi-RIDE through e-tendering portal in presence of Bidders as mentioned above. The Financial Bids are evaluated, and the Contract is awarded to the Bidder, whose tender has been determined to be the lowest evaluated substantially responsive tender.
11. It will be the responsibility of the Bidders, who are submitting their tender based on the tender documents downloaded by them on a particular date, to check for any Addendum/Corrigendum issued in this regard after the date of their downloading, from the relevant website from time to time and to ensure submission of their bids along with all Addenda/Corrigenda. Bids submitted without all Addenda/Corrigenda will be treated as incomplete.
12. Bi-RIDE will not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender document, including any error or mistake therein or in any information or data given in this bid document.
13. Conditional Tenders will not be accepted and will be summarily rejected.
14. Instructions to online bid submission refer **Annexure-A** below.
15. Bi-RIDE will not be responsible for any delay by the bidder in accessing Procurement Portal.
16. Building and other construction workers welfare: The Bidder shall subscribe 1% of gross amount of each bill payable to him in respect of contract to the building and other construction workers welfare cess as per GO No: LD 300 LET 2006, Bengaluru, dated: 18-01-2007 (as and when emended). The amount of subscription will be recovered out of payable amount to him in each bill. This component is deemed to have been included in the quoted

rate.

17. Bi-RIDE will not be responsible for any delays in the receipt of tenders by Bi-RIDE. Late Tenders (received after stipulated date and time of submission of Tenders) will not be accepted under any circumstances. Bi-RIDE reserves the right to accept/reject any or all the proposals without assigning any reason thereof.
18. Bi-RIDE reserves the right to either postpone or to cancel the entire process of the tender.

GM/Procurement

Bi-RIDE [BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED],

#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall,

Rajajinagar 1st Block, Bengaluru-560010

E-mail: gmprocurement@kride.in

Instructions for Online Bid Submission

The tenderers are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the tenderers in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Tenderers are required to enrol on the e-Procurement module of the Central Public Procurement Portal (**URL: <https://etenders.gov.in/eprocure/app>**) by clicking on the link “**Online tenderer Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- 3) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage with their profile. Digital Signature Certificate (DSC) must be obtained from any Certifying Authority empanelled with the Controller of Certifying Authority of India (e.g. Sify / nCode / eMudhra etc.), details of which are available on e-procurement portal under the link “Information about DSC”. Issuance of Digital Signature Certificate may take at least seven to ten business days, which may extend up to twenty-one business days in case of foreign applicants. Procedure for obtaining Digital Signature Certificate (DSC) by foreign applicants is available on e-procurement portal under the link “Downloads”. Tenderers are advised to plan their time accordingly and the Employer shall bear no responsibility for accepting tenders which are delayed due to non-issuance or delay in issuance of such Digital Signature Certificates.
- 5) Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Tenderer then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 7) The Tenderers may report to the Employer by emailing to gmprocurement@kride.in, if they have problem with in obtaining Digital Signature Certificate or in case of any restrictions related to debarment on the portal
- 8) Instructions for entering complaint/suggestion: The grievances or suggestions can be entered from the Home Page of the Central Public Procurement Portal (<https://eprocure.gov.in/cppp>).
- 9) For further information and any assistance in this regard Tenderers are advised to contact e-procurement helpdesk by either:
 - a. emailing to support-eproc@nic.in
 - b. phoning (0120-4200 462, 0120-4001 002/5, 0120-6277787)

International Tenderers are requested to prefix +91 as country code

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate Tenderers to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Tenderers may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the Tenderers have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Tenderers through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The Tenderer should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.
- 4) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. **Tenderer has to ensure that size of each file should not exceed 40 MB before uploading.**
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Tenderers. Tenderers can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Tenderer should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
- 2) The Tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Tenderer should upload the scanned copy of Tender Security as per the instructions specified in the tender document. Otherwise the uploaded bid will be rejected.
- 5) Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Tenderer, the bid will be rejected.
- 6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- 7) All the documents being submitted by the tenderers would be encrypted using PKI encryption

techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) The Tenderer whosoever is submitting the tender by his digital signature certificate shall invariably upload the scan copy of the authority letter with the tender submission.

ASSISTANCE TO TENDERERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Tel: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5, 0120-6277 787.

E-Mail: support-eproc@nic.in

International tenderers are requested to prefix +91 as country code.

SECTION – 2

INSTRUCTIONS TO TENDERERS (ITT)

TABLE OF CLAUSES

SR. NO	DESCRIPTION	PAGE Nos.
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3.	QUALIFICATION OF THE TENDERER	
4.	ONE TENDER PER TENDERER	
5.	COST OF TENDERING	
6.	SITE VISIT	
	B. TENDER DOCUMENTS	
7.	CONTENT OF TENDER DOCUMENTS	
8.	CLARIFICATION OF TENDER DOCUMENT	
9.	AMENDMENT OF TENDER DOCUMENTS	
	C. PREPARATION OF TENDERS	
10.	DOCUMENTS COMPRISING THE TENDER	
11.	TENDER PRICES	
12.	TENDER VALIDITY	
13.	EARNEST MONEY DEPOSIT	
14.	FORMAT AND SIGNING OF TENDER	
	D. SUBMISSION OF TENDERS	
15.	SEALING AND MARKING OF TENDERS	
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	E. TENDER OPENING AND EVALUATION	
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20.	OPENING OF FINANCIAL BID OF QUALIFIED TENDERERS AND EVALUATION:	
21.	PROCESS TO BE CONFIDENTIAL	
22.	CLARIFICATION OF TENDERS	
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SR. NO	DESCRIPTION	PAGE Nos.
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26.	AWARD CRITERIA	
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28.	NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT	
29.	PERFORMANCE SECURITY	
30.	ADVANCE PAYMENT AND SECURITY	
31.	CORRUPT OR FRAUDULENT PRACTICES	
32.	PURCHASE PREFERENCE TO MAKE IN INDIA	
33.	APPEAL	
34.	LITIGATION HISTORY	
35.	JURISDICTION OF COURTS	
36.	STAMP DUTIES AND CHARGES	

SECTION – 2 – INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender:

- 1.1 The BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE), with its corporate office at # 8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru -560010, India, invites tenders from eligible tenderers, for the works detailed in the invitation for the Tenders (IFT).

2. Eligible Tenderers:

- 2.1 The Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
- 2.2 **JOINT VENTURES/CONSORTIUMS** - JV or Consortiums are not allowed to participate in this tender.

General Requirements:

- 2.3 The Tenderer should not have been blacklisted/debarred by any Government/Government undertaking/semi Government/Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should have rescinded the works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Form-13 of Section-4.
- 2.4 Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the “Competent Authority”, as defined in ITT clause 32.
- 2.5 Tenderers having a conflict of interest will be disqualified. The conflict of interest is detailed below:

A tenderer or any of its constituents shall not have conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A tenderer may be considered to be in conflict of interest with one or more parties in this Tendering process, if including but not limited to:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this Tender; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another tenderer, or
- e) any firm, either individually submits more than one offer irrespective of whether the firm is quoting against this Tender.
- f) a tenderer who is Sub-contractor to another tenderer will be treated as having conflict of interest. However, this does not limit the inclusion of the same sub-contractor in more than one Tender.
- g) a tenderer participated as a consultant in the preparation of the design or specifications of the contract that is the subject of the Tender; or

A tenderer was affiliated for any period(s) during last two years before the date of issue of Invitation for Tenders with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

3. Qualification of the Tenderer:

3.1 All Tenderers / Bidders shall provide the requested information accurately and in sufficient detail in Section-3: **Qualification Information** Pre-qualification will be based on tenderers meeting all the following minimum pass-fail criteria regarding their general and particular construction experience, financial position, personnel and equipment capabilities, and other relevant information as demonstrated by the Tenderer's responses in the Information Forms attached to the Letter of Technical Bid and shall upload all the documents/credentials meeting the Qualifying Requirements as below:

3.2 To qualify for award of this contract, Tenderer in its name should have the following:

3.2 a) Required average annual turnover (In all classes of Contractual works only): The intending tenderer/firm/ company should have achieved an **AVERAGE ANNUAL CONSTRUCTION TURNOVER of ₹8.39 Crores in last Five Financial Years i.e., from 2020-21 to 2024-25 (both inclusive).**

Note:

- i. *Updated to the FY in which the tenders are invited. Financial Turnover of previous years shall be given a weight of 10% per year to bring them to the price level of FY 2025-2026.*
- ii. *Audited Financial statements i.e. Balance sheets, P&L statements, Turnover certificates duly certified by chartered Accountant as documentary evidence shall be uploaded.*
- iii. *Bidders shall furnish Certificate from Chartered Accountants for split details of financial Turnover and GST in the prescribed format*

3.2 b) Qualifying Requirements (Technical)

- 1)** The Tenderer/Firm/company should have satisfactorily completed at least one similar work *of value not less than value **4.20 Crores** at current FY: 2025-26 price level in the last five financial years. (FY 2020-21 to FY 2024-25).

Note:

1. The criteria above apply to the Individual tenderer/Firm/company/Joint venture also. Certificate regarding the same duly signed by an officer not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company
2. **Similar Work** is defined as below:

For para 3.2 b (i) Execution of **"Similar Work"** for this contract shall mean the work of Construction of "Work of Design, Supply, Erection, Testing & Commissioning of 25 KV, AC, 50 HZ, Single Phase, Traction Overhead Equipment and/or Switching station for Railway Electrification."
3. The contract is considered as satisfactorily completed if 80% or more of the work is physically completed which is to be substantiated by a certificate from the Employer who has awarded the contract to the Bidder and the contract amount so received should be equal to or more than the minimum value as per eligibility criteria 3.2 (b).
4. For completed works, the value of work done shall be updated to current FY 2025-26 price level assuming 10% inflation for Indian rupees every year or part thereof up to the month previous to the Bid submission month. The value of work done shall be inclusive of all taxes (Excluding GST), duties and Price Variations. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: Bids will be compared in Indian Rupees only. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee

exchange rates published by Reserve Bank of India 28 (twenty-eight) days before the date of bid submission will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 (twenty-eight) days before tender submission is being considered for conversion to Indian Rupees

3.2 C) The intending tenderer / firm/ company / should have executed the following components in any one year (Any continuous 12 months) within last five financial years.

Component No.	Nature of Work	Minimum Component of work
1	Design, Supply, Erection, Testing & Commissioning of 25 KV, AC, 50 HZ, Single Phase, Traction Overhead Equipment and/or Switching station for Railway Electrification (In maximum up to Three contracts) (Section should be commissioned).	Satisfactorily completed 1 km of OHE work and 1 Number of Switching Station

NOTE:

1. The criteria above apply to the Individual tenderer / Firm / company. Certificate regarding the same duly signed by an officer not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company.
2. **DELETED**
3. **DELETED**

3.3 Tenderer should further demonstrate:

3.3 a) KEY PLANT AND EQUIPMENT:

The intending tenderer / firm / company /Joint venture should furnish details of ownership / lease certificates of the following minimum requirement of machineries:

The bidder must furnish an undertaking with the details of the Key Equipment's to be deployed either owned/ to be made available on Hire/ Lease for this works as listed below and Appendix-05 of section 8-A.

PLANT AND EQUIPMENT

(I) KEY PLANT AND CRITICAL EQUIPMENTS

Sl. no	Item Description	Unit	Qty
1	Tirfor 3/1.5 T Cap	No's	6
2	Pull lift 3/1.5 T Cap	No's	6
3	Come along clamp	No's	8
4	Chain Pulley Block	No's	8
5	"D" Shackle	No's	15
6	Mandrill (50cm dia.)	No's	2
7	Ladder Extension Type (20' x 36')	No	5
8	Ladder trolley P/F type	Each	1
9	Drum lifting jacks	Sets	2
10	Diesel Generator	No	1
11	Grinder	No's	2

Sl. no	Item Description	Unit	Qty
12	Bus bar bending machine	No's	2
13	Dropper making jig & Fixture	No's	2
14	Megger 2.5 KV	No's	2
15	Megger 5 KV	No's	2
16	Earth Tester	No's	2
17	Bonding Jig	No's	2
18	Vibrator for foundations	No's	2
19	Emergency lighting arrangement for night work.	Sets	2
20	Manila rope	No's	10m x 10
21	Hammers 1.5 Lbs.	No's	4
22	Hammers 3.0 Lbs	No's	2
23	Discharge rod	No's	5
24	D O operating rod	No's	2
25	Rail Jumper	No's	5
26	Mixer machine	No's	1
27	Rail Drilling machine	No's	1

(II) Other Plant and equipment to be deployed the tenderer has to furnish the details of Own basis or Lease/Hire basis for the following equipment.

Sl. no	Item Description	Unit	Qty
1	Ajax (Capacity-3 m3)	No's	01
2	Crane/2.5T	No's	01
3	Concrete Breaker	No's	01
4	JCB	No	01
5	Trailer	No's	01
6	Multi utility vehicle (Bolero)	No's	01
7	Other equipment and tools as per site condition	No's	01

Notes:

- The above equipment is the minimum requirement and the contractor shall mobilize additional resources as and when required, based on the work requirements without any additional cost to the Employer.
- The materials, equipment and services to be supplied under the Contract shall be from the approved Sources as specified in Section 8A: Works Requirements and Price Schedule Section-9.
- The contractor will be penalized as deemed fit by the Employer, in case of any shortage.

3.3 b) LIQUID ASSETS: The tenderer / firm / company / Joint Venture should furnish details of liquid assets and or availability of **credit facilities of ₹1.05 Crore for the work** mentioned above for meeting the required funds in the form of own funds/credit lines/certificate from scheduled/ Nationalized Bank. The tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, startup, or other delays in payment, of the minimum estimated amount stated above, net of the applicant's commitments for other contracts.

The Bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow. The audited balance sheet and/or banking reference certified by Statutory Auditor with their stamp, signature and membership number shall be submitted by the tenderer along with the Tender.

Banking reference should contain in clear terms the amount that bank will be in position to lend for this work to the applicant/member of the joint venture. In case the Net Current Assets (as seen from the balance sheet) are negative, only the banking references will be considered. Otherwise, the aggregate of Net Current Assets and submitted banking references will be considered for working out the Liquidity.

The banking reference should be, from a scheduled Bank in India it should not be more than three months old as on date of submission of Bids.

3.3 C) LIST OF MINIMUM KEY TECHNICAL PERSONNEL: List of Minimum Key Technical personnel required for the work are as under and should be enrolled in company / firm under Employment register and document should be uploaded. The Contractor shall have a competent team of Managers, Engineers, Technical staff etc. so as to complete the work satisfactorily as per various requirements of the contract. The Key Positions not limited to (and in addition to other manpower requirement as given in the Tender document) and corresponding qualification and experience are as per specified in Appendix-4 of Section-7A Employer requirements.

Notes:

- i) The CVs to be given for Serial No. 1 to 2 as per Form-11 of section-4 and for Serial No. 3 to 4, the details of required Personnel's/Staff to be given as per Form-10 of section-4 (Forms of Tender).
- ii) The above manpower deployment is the minimum, and the contractor shall mobilize additional resources as and when required based on the work requirement with our any additional cost to the Employer.
- iii) Bidder shall also can submit an undertaking against the required deployment of key technical person.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this ITT, the tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the Qualifying Criteria.

3.6 Bid CAPACITY:

Eligible tenderers will be Qualification Criteria will only be qualified, if their **available tender capacity is more than the tendered value**. The available tender capacity will be calculated as under:

Assessed available Bid capacity = (A*N*1.5 - B) Where,

A = Maximum value of works executed in any one year during the last five financial years updated to the current price level @10% per year.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value of existing commitments and on-going works to be completed during the period of completion of the work for which tenders are invited.

The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be

countersigned by the Employer in charge not below the rank of an Executive Engineer or equivalent.

Note:

Enclose Certificate(s) from Engineer(s) In charge (not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company) for value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate Form 7 of Section-4: Forms of Tender:

“Certified that current commitments on all the contracts have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the employer discovers that information provided in the table is incorrect then the employer will treat our bid invalid and it will be liable for rejection”.

The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company.

3.7 NETWORTH:

The Bidder's net worth for the last Financial Year calculated as the difference between **total** assets and **total** liabilities **should be Positive**.

The Bidder's net worth for the last Financial Year calculated as the difference between **current** assets and **current** liabilities **should be Positive**.

3.8 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification

3.9 ELIGIBILITY CRITERIA TABLE / MATRIX:

Pursuant ITT Clause 3, The Employer shall assess bidder against the following qualification criteria

Requirement	Single Entity	Submission Requirements
Clause: 3.2. (a) Minimum Average Annual Construction Turnover Of Rs 8.39 Crore .	Must meet 100% of the requirement	Form-6/Section 4

Requirement	Single Entity	Submission Requirements
Clause: 3.2 (b) - One Similar work with value not less than Rs 4.20 Crores .	Must meet 100% of the requirement	Form at para 1.3/Section:3
Clause: 3.2 (c) - minimum component of the work to be done	Must meet 100% of the requirement	Form at para 1.4/Section:3
Clause: 3.3a - Key Plant and Equipment's	Must meet 100% of the requirement	Form at para 1.6/Section:3
Clause: 3.3(b) LIQUID ASSETS: The tenderer / firm / company / Joint Venture should furnish details of liquid assets and or availability of credit facilities of Rs 1.05 Crores for the work mentioned above for meeting the required funds in the form of own funds/credit lines/certificate from scheduled Nationalized Bank	Must meet 100% of the requirement	Form at para 1.10/Section:3
Clause: 3.3(c) Minimum Key Technical Staff	Must meet 100% of the requirement	Form at para 1.8/Section:3 Form 9 & 10 of Section:4
Clause: 3.6 BID CAPACITY:	Must meet 100% of the requirement	Form at para 1.5/Section:3 and Form 7/Section:4
Clause: 3.7 NETWORTH: The Bidder's net worth for the last Financial Year calculated as the difference between total assets and total liabilities should be Positive.	Must meet the requirement	Form 5/Section:4

4. ONE TENDER PER TENDERER:

- 4.1** Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor) will cause all the proposals with the Tenderer's participation to be disqualified for that particular package.

5. COST OF TENDERING:

- 5.1** The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will under no circumstances, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. SITE VISIT:

- 6.1** The tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. TENDER DOCUMENTS

7. CONTENT OF TENDER DOCUMENTS

- 7.1** The set of tender documents shall have all the Sections given in content page.

- 7.2** A Prospective Bidder is expected to examine all Instructions, Forms, Terms and Specifications in the Bid Documents and fully inform himself as to all the Conditions and matters, which may in any way, affect the Scope of Work or the Cost there of. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8. CLARIFICATION OF TENDER DOCUMENTS

- 8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing through an email as indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than the date mentioned in the e-procurement CPP portal for queries. Copies of the Employer's response will be uploaded on CPP portal and BI-RIDE website.

- 8.1.1 The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be a part of the Bidding Documents. Verbal clarifications and information given by the Employer, or its employees or representatives shall not in any way or manner be binding on the Employer.

8.2 Pre-Bid meeting:

- 8.2.1 The tenderer or his authorized representative is invited to attend a pre-bid meeting which will take place at the office of Bi-RIDE Bengaluru and or @ VC as per the date and time specified in the CPP portal.

If the tenderer is willing to attend Pre- Bid meeting online then the tenderer is requested to communicate via [e-mail- gmpurchasement@kride.in](mailto:gmpurchasement@kride.in) at least 02 days prior to date of pre bid meeting so that link can be communicated to the tenderers.

Venue:

#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road,
Opposite Orion Mall, Rajajinagar 1st Block
Bengaluru-560010
Date and Time: As per CPP Portal

Prospective bidders shall keep checking the website of Central Public Procurement Portal for any change in the above date/time.

- 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2.3 The tenderer is requested to submit any questions in writing through an email to reach the Employer not later than the date and time 2 days before the meeting.
- 8.2.4 Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-bid meeting will be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-Bid meeting.
- 8.2.5 Attending Pre-Bid meeting is not mandatory for the tenderers. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of any tenderer.

- 8.3 The Pre-Bid meeting may also be attended through video conferencing (VC). Those tenderers who wish to join the meeting through Video Conferencing shall send a request email on the email id (i.e., gmprocurement@kride.in) till 2 working days before the scheduled date of pre-bid meeting up to 15:00 hours IST. A link for Video Conferencing will be sent by BI-RIDE to such tenderers only. Any request for VC received after the given date and time for sending the link for VC will not be entertained.

Please note that the request received from the tenderers (With details of the Company, its address, and the name and designation of the person attending the VC) will only be entertained. They should also mention the email id through which VC is desired to be joined. BI-RIDE may allow a maximum of two email IDs for one company to participate in the VC. Only one person will be allowed through one Email ID. The tenderers can join the VC through the link provided to them on Email ID.

During the pre-bid meeting, the prospective tenderers may clarify/explain their queries submitted by them earlier (before the time limit as mentioned in CPP portal). The clarifications/answers may not be given in the pre-bid meeting itself. The responses of BI-RIDE will be intimated to the tenderers (who sought the clarification) in due course, depending upon the merits of the query. BI-RIDE reserves the right not to respond to any question/query or to provide any clarification, in its sole discretion, without assigning any reason thereof.

9. AMENDMENT OF TENDER DOCUMENTS

- 9.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own Initiative or in response to a clarification requested by a prospective Tenderer, modify the tender documents by issuing addendum/corrigendum.
- 9.2 Such corrigendum / addendum will be uploaded in the e-procurement portal. It will be the responsibility of the Tenderer to frequently check the e-Procurement portal for any Addenda/Corrigenda or any updates issued from time to time and ensure submission of Tender accordingly.
- 9.3 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderer should acknowledge receipt of such addenda and list them in the Tender submittals.
- 9.4 The Tenderer is not permitted to make any alteration/modifications to the Tender conditions. No modifications to the specifications, items descriptions, etc., will be entertained.
- To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with Sub-Clause 16.2 below.

C. PREPARATION OF TENDERS

10. DOCUMENTS COMPRISING THE TENDER

- 10.1 The Bidders shall submit the Technical BID & Financial Bid online through e-procurement portal (<https://etenders.gov.in/eprocure/app>). Only comprising of the following documents along with supporting documents as appropriate..
- 10.1.1 **Qualification cum Technical Bid:**
- Earnest Money Deposit (EMD)/Tender Security (in accordance with ITT clause 13 of Section-2).
 - Qualification Information Form and Qualification Information Documents (in accordance with Section 3 & 2).

- c. The Form of Tender (in the format indicated in Section-4) and Technical Data Requirements sheets etc. provided in the Bidding Documents.

And any other documents required to be completed and submitted by Tenderers in accordance with these instructions. The Documents listed under section 3 and 4 shall be filled in without exception.

10.1.2 Financial Package

- i. The Tenderer shall fill in and complete the Bill of Quantities (Financial Bid-Section 9) online through <https://etenders.gov.in/eprocure/app>. only and **no hard copy of commercials should be attached or disclosed elsewhere** (As per Central Public Procurement Portal).

10.1.3 Original Documents (Hard Copy)

The Tenderer is required to submit the following in Original (Hard Copy) within the time and place mentioned below.

- i) Tender Security/Earnest Money Deposit (EMD), as per clause 13,
- ii) Notarized Power of Attorney and Board Resolution (As applicable) as per ITT Clause 14.
- iii) Letter of Technical Bid (LTB).

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection

11. TENDER PRICES

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the Price Schedule submitted by the tenderer.
- 11.2 The tenderer shall fill the total amount (both in figures and words) for each schedule of the Works described in the Price Schedule along with total tender price (both in figures and words). Schedules for which no amount or lump sum price is entered by the tenderer will not be paid by the Employer when executed and shall be deemed to be covered in the Priced schedule. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 11.3 All duties, taxes (excluding GST) and other levies payable by the contractor under the contract, or for any other cause, shall be included in the Price schedule, prices and total Tender Price submitted by the tenderer.
- 11.4 The amount quoted by the tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12. TENDER VALIDITY

- 12.1 Tenders shall remain valid for a period not less than **180 (One Hundred Eighty) days** after the deadline date for tender submission specified in Clause 16 of ITT. A tender valid for a shorter period will be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his Bid Security (Earnest Money Deposit). A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 of ITT in all respects.

13. EARNEST MONEY DEPOSIT (Bid Security)

In this tender, a tender security/ EMD of **INR 12,59,000/- (Rupees Twelve Lakhs Fifty-nine Thousand only) shall have to be paid.**

The instrument type for payment of tender security/EMD shall be Demand Draft, e-Bank Guarantee, Bank Guarantee, RTGS, NEFT & IMPS. No other mode of payment will be accepted.

- (i) Payment of tender Security is to be made by RTGS, NEFT & IMPS. The details of bank account of BI-RIDE are mentioned in succeeding para. The bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) in online bid submission, failing which payment may not be considered. (Copy of GST registration no. to be provided along with Tender security/EMD).

OR

- (ii) Payment of tender security is to be made by Electronic Bank Guarantee / BG/FDR/Demand Draft. BG/FDR/ Demand Draft shall be submitted in original in a sealed envelope in the office of GM/Procurement & Contracts within due date and time of submission end date of tender.

- (a) Validity of Tender Security/EMD in case of BG shall remain valid for a period of 45 days beyond the final bid validity period.
- (b) Bid security shall be in form of unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Form in Section-IV: Bidding Forms.
- (c) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of Bi-RIDE at address specified in Bidding Documents, after the last date of online Tender submission and before the opening of Technical bid.
- (d) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) online and fails to submit the original bank guarantee (c. above) at the Bi-RIDE office, his bid shall not be considered for opening/evaluation & shall be rejected outright
- (e) **Bankers Detail of Employer (Bi-RIDE) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS).**

Beneficiary:

BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT
ENTERPRISE LIMITED (Bi-RIDE)

Bank Name: Canara Bank

Branch: Prime Corporate Branch

Account No. 9921201002074

IFSC Code: CNRB0002636

Note: -

Bidders are requested **not to** deposit any cash in the above account towards Bid Security. This account is only for **issuance of Bank Guarantee through Bidder's Bank in Electronic format (SFMS).**

- (f) The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-IV of Bid Document and its authenticity shall also be verified from the issuing bank.
- (g) Any material or cognizable changes in format of Bid Security Bank Guarantee (Provided in Section-IV), which leads to affect the interest of Bi-RIDE adversely, shall not be accepted. In such case Bi-RIDE reserves the right to reject the EMD/Bid Security & disqualify the bid.

The cash component of Bid Security (if any) shall be paid through the provision made on E-Tender portal itself via RTGS/ NEFT/ Credit Card (Not applicable in this tender).

14. FORMAT AND SIGNING OF TENDER

The tenderer shall submit the Tender electronically before the submission date and time published in Central Public Procurement Portal. The tenderer must submit Technical and Financial Tender as described in ITT.

All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person signing the Tender.

Language of	The language of the Tender: English
Technical Tender	Alternative technical solutions are not permitted.
Technical Tender Documents	All the Forms of Section 3 & 4: Qualification Information & Bidding Forms.
Alternative Bids/Tenders	Alternative Bids are not permitted.
Currencies of Tender and Payment	The amount (Lump sum Price) shall be quoted by the tenderer entirely in Indian Rupees (INR) only. The rates quoted by the bidder in schedule through Central e-procurement portal will only be considered for Evaluation and comparison purposes, the currencies of the Tender shall be converted in to Indian Rupees.
Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the Person signing the Tender	<p>In case of proprietorship tenderers, Power of Attorney by the Proprietors.</p> <p>a) In case of partnership tenderers, Power of Attorney duly signed by all the partners.</p> <p>b) In case of Limited Liability Partnership (LLP), a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted.</p> <p>c) In case of Joint Venture, Power of Attorney duly signed by individual partners to the Lead partner as per the form given in Section-4 with stipulated documents.</p>

The Bid shall be signed by person who is duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the Form-3 of Section 4 and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If either the Letter of Technical Bid or Letter of Price Bid or Bid-Security Declaration (if applicable) is not signed, the Bid shall be rejected. All pages of the bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

- i. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor above his full name, full name of his firm with his current address.

- ii. If the Tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Tender.
- iii. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

The Tender, as well as all correspondence and documents relating to the Tender exchanged by the tenderer and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Tender, such translation shall govern.

D. SUBMISSION OF TENDERS

15. SEALING AND MARKING OF TENDERS

- 15.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted Electronically through Central Public Procurement Portal on or before the last date and time for Tender submission as published therein.
- 15.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document/schedule in PDF formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.
- 15.3 The tenderer should log in to the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.
- 15.4 Tenderer will be solely responsible for uploading the Tender submittals in e-Procurement portal. Bi-RIDE will not be held responsible for consequential damages/losses/delay due to lack/Interruption of power supply & Internet, low speed of internet, System problems, loss of electronic information/data etc.,
- 15.5 The server time (which is displayed on the dashboard) will be considered as the standard time referring the deadline for submission of the proposal by the Tenderers, opening of proposals etc., The Tenderers should follow this time during proposal submission.
- 15.6 The necessary certificates/documents in support of fulfilling the Eligibility criteria and Technical requirements shall be scanned and attached to e-Procurement portal.
- 15.7 Original documents to be submitted in hardcopy:

The Tenderer shall seal submit the original documents listed in ITT clause 10.1.3 in original (hardcopy) at Bi-RIDE office after the last date of online Tender submission and before the opening of Technical bid. Only the Tender submitted online and the hard copies will be considered for evaluation. The hardcopies should carry/accompany copy of acknowledgement for Employer/e-Procurement Portal.

The envelope shall bear the following identification.

Tender No.:-----

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

Bi-RIDE Office Address for submission of hardcopy:

General Manager/Procurement,
Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)
#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road,
Opposite Orion Mall, Rajajinagar 1st Block
Bengaluru-560010

The Tenderer can submit the hard copies by Speed Post or in person at the above address till 3.00 pm on all working days in case, that day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

- 15.8 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender security/EMD.
- 15.9 Offer/Tender/Bid shall be as per the Instructions to Tenderers, General Conditions of Contract and Special Conditions of Contract given in the Tender documents.

16. DEADLINE FOR SUBMISSION OF THE TENDERS

- 16.1 Tenders must be submitted online through Central Public Procurement Portal to the Employer on or before the date and time specified in the e-Procurement Portal and in time submission of tender is the responsibility of the tenderer. Original Documents (Hard copy) as listed under ITT 10.1.3 shall be submitted in the place, date & time as specified in ITT clause 15.6.
- 16.2 The Employer may, at their discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with ITT clause 9, in which case all rights and obligations of the Employer and the Tenders previously subject to the original deadline will thereafter be subjected to the deadline as extended.

17. LATE TENDERS

17.1 DELETED

- 17.2 In online e-procurement portal, the tenderer shall not be able to submit the Tender after the last date and time for Tender submission as the icon for the task in the e-Procurement Portal will be disabled. Hardcopies received by the BI-RIDE after the opening of the Technical bid as mentioned in ITT clause 15.6 will be rejected
- 17.3 It shall be the responsibility of the tenderers to ensure that their tender is submitted in the e-Procurement portal within the last date and time specified for the receipt of the tenders.

18. MODIFICATION AND WITHDRAWAL OF TENDERS

- 18.1 Tenderer may modify and correct or upload any relevant document in the portal till tender submission date and time, as published in e-Procurement Portal.
- 18.2 **DELETED**
- 18.3 No Tender may be modified after the deadline for submission of Tenders.
- 18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
- 18.5 **DELETED**

E. TENDER OPENING AND EVALUATION

19 OPENING OF TECHNICAL BID OF ALL TENDERS AND EVALUATION TO DETERMINE QUALIFIED TENDERERS:

- 19.1 The Employer will open the Technical Bid of all the Tenders received (except those received late or withdrawn), including modifications for Technical Bid made pursuant to Clause 18, in the presence of the tenderers or their representatives who choose to attend as per Central Public Procurement Portal on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 **DELETED**

19.3 The name of the tenderer, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer will prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 **DELETED.**

19.6 The Employer will evaluate to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal, as covered under these Specifications and Documents and determine whether each tender

- (a) meets the eligibility criteria defined in ITT Clause 2
- (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and
- (c) meets the minimum qualification criteria stipulated in ITT Clause 2 & 3 of Section 2 & Qualification Information of Section 3. The Employer will draw out a list of qualified tenderers after deliberations by a committee constituted for this purpose.

Tender Opening

- i. The Employer shall conduct the opening of Technical Tender through e-Procurement Portal i.e., <https://etenders.gov.in/eprocure/app>. on the date and at the time mentioned.
- ii. At the end of the evaluation of the Technical Tenders, the Employer will intimate the tenderers who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the opening of the price Proposals. The date and time, of the opening of Price Tenders will be advised through email. The tenderers shall be given reasonable notice for the opening of Price Tenders.

20 OPENING OF FINANCIAL BID OF QUALIFIED TENDERERS AND EVALUATION:

20.1 The Employer will inform all the Qualified tenderers the time, date and venue fixed for the opening of the Financial Bid containing the priced Tenders published through e-Procurement Portal i.e., <https://etenders.gov.in/eprocure/app>. The Employer will open the Financial Bid of qualified tenderers at the appointed time and date in the presence of the tenderers or their representatives who choose to attend. In the event of the specified date of financial Tender opening being declared a holiday for the Employer, the Second Cover (Financial Bid) will be opened at the appointed time and location on the next working day *Tenders through e-Procurement Portal i.e., <https://etenders.gov.in/eprocure/app>*.

NOTE: Price Bids of Techno commercially Non - Responsive Bidders will not be opened.

20.2 **DELETED.**

20.3 The names of tenderers, the Tender prices, the total amount of each Tender, any discounts/rebate, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening

20.4 The Employer will prepare minutes of the Financial Bid Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21 PROCESS TO BE CONFIDENTIAL.

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any

other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 CLARIFICATION OF TENDERS.

- 22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any tenderer for clarification of his Tender, including breakdowns of Lump sum Price. The request for clarification and the response shall be in writing through email, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24 of ITT.

No tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded.

- 22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 22.3 Any effort by the tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

23 EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS

- 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each tender;
- (a) has been properly signed; and
 - (b) is substantially responsive to the requirements of the Tender documents.
- 23.2 A Substantially Responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting Substantially Responsive Tenders.
- 23.3 If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24 CORRECTION OF ERRORS

- 24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) where there is a discrepancy between the amount in figures and in words, the lower of the two will govern. and
 - b) Where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rater by the quantity, the unit rate/percentage as quoted will govern,
- 24.2 The Item rates and/or Percentage (above/below/at par) indicated in the Financial Package shall be final and no adjustment/corrections to the Tender prices shall be made on any account. The Employer, will evaluate and compare the Financial Packages of all Tenders as stipulated under ITT clause 25.

24.3 Nonconformities, Errors, and Omissions

- i. Provided that a Tender is substantially responsive, the Employer may waive any non-conformity in the Tender that do not constitute a material deviation, reservation or omission.
- ii. Provided that a Tender is substantially responsive, the Employer may request the tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the tenderer to comply with the request may result in the rejection of its Tender.

25 EVALUATION AND COMPARISON OF TENDERS

- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) Making any correction for errors pursuant to ITT Sub Clause 24; and
 - (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of Priced Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.

F. AWARD OF CONTRACT

26 AWARD CRITERIA

- 26.1 Subject to ITT Clause 27, the Employer will award the Contract to the tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such tenderer has been determined to be
- (a) eligible in accordance with the provisions of ITT Clause 2 and
 - (b) qualified in accordance with the provisions of Clause 3 of ITT
- 26.2 Award Criteria
- i. The Employer will award the contract to the tenderer, whose tender is substantially responsive to the Tendering Document, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITT below. In case of more than one Tenders are evaluated to

be lowest, the contract will be awarded to the tenderer with higher average annual construction turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last two financial years.

- ii. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section-3: Qualification Information and Bidding Forms are still being met by the tenderer whose offer has been determined to be the lowest evaluated Tender. A Tender shall be rejected if the qualification criteria as specified in Section-3: Qualification Information and Bidding Forms are no longer met by the tenderer whose offer has been determined to be the lowest evaluated Tender. In this event the Employer shall proceed to the next lowest evaluated Tender to make a similar reassessment of that Tenderer's capabilities to perform satisfactorily.

27 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action.

28 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 28.1 The tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by email confirmed by registered letter. This letter (hereinafter and in the *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 28 days of receipt of Letter of Acceptance (LOA), The successful Tenderer will sign the Agreement and deliver it to the Employer.
- 28.4 Upon the furnishing by the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge the Earnest Money Deposit, pursuant to ITT Clause 13.
- 28.5 Unless until a formal Agreement is prepared and executed, the Tender together with a Letter of Acceptance shall constitute a binding Contract between both the Parties.
- 28.6 The cost of stamp duties and similar charges imposed by law shall be borne by the Contractor.

29 PERFORMANCE SECURITY

- 29.1 Within 21 days of receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to **3% of the Contract price plus additional security for unbalanced tenders** in accordance with Conditions of Contract.
 - a. Banker's /E-Bank Guarantee/Demand draft/Pay Order/ BG in favour of Bi-RIDE, Bangalore.
 - b. A bank guarantee in the form given in Section 10.
- 29.2 If the Performance Security deposit is provided by the successful tenderer in the form of Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank of India.
- 29.3 DELETED

- 29.4 Failure of the successful tenderer to comply with the requirements of sub-clause 29.1 and clause 29 of additional ITT shall constitute sufficient grounds for cancellation of the tender award and forfeiture of the Earnest Money Deposit.
- 29.5 The successful tenderers shall have to submit a Performance Guarantee (PG) Within Twenty-One (21) days from the date of issue of Letter of Acceptance (LOA). If the contractor fails to submit the requisite PG within 21 days from the date of issue of LOA, the contract is liable to be terminated subject to decision of employer. In case contract is terminated, BI-RIDE will be entitled to forfeit the Tender security and other dues payable against to the contract. In case the tenderer has not submitted by security on the strength of their registration as a start-up recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender for that work.

Failure of the successful tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security or execution of the Tender-Securing Declaration.

The above provision shall also not apply to the furnishing of a Domestic Preference Security, if so required.

30 ADVANCE PAYMENT AND SECURITY:

DELETED

31 CORRUPT OR FRAUDULENT PRACTICES

- 31.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Bi-RIDE/Govt. and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Bi-RIDE of the benefits of free and open competition;"
- 31.2 Bi-RIDE requires that the tenderers/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Bi-RIDE:
- a) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bi-RIDE contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bi-RIDE contract.

32 PURCHASE PREFERENCE TO MAKE IN INDIA:

- I. The provisions of revised 'Public Procurement (Preference to Make in India) Order 2019' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. K-14011/09/2014/MRTS-Coord dated 28.11.2019 or as per latest guideline/ amendment, shall be applicable to the tendering process and award of the contract shall be done accordingly. A certificate in regard to Minimum Local Content duly Certified by a Practicing Cost Accountant or a Practicing Chartered Accountant is necessarily to be enclosed with the bid documents.
- II. BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA in connection with the Para Govt. of India, vide its OM dated 23/07/2020 has inserted Rule 144(xi) to General Financial rules 2017 or as per latest guideline/ amendment according there is

mandatory for bidder from a country which shares a land border with India, to have been registered with the Registration Committee, in the manner as stated therein, that shall be followed by such bidder

- 33 **APPEAL:** The tenderer shall submit online appeal within 30 days period from the date of receipt of order to the Employer through the Central Public Procurement Portal. The Employer may after giving opportunity to the parties pass such order as it deems fit and such order shall be final.

An appeal under shall lie:

- 1) (a) to the Head of the Department concerned if the order is passed by the Tender accepting authority subordinate to the Head of the Department:

(b) To the Government if the order is passed by a tender accepting authority which is Head of the Department, or a local authority or a State Government Undertaking or a Board, Body Corporation or any other authority owned or controlled by the Government.
- 2) The aggrieved tenderer shall submit online appeal within specified period to the Appellate Authority specified in tender schedule through the Central Public Procurement Portal.

- 34 **LITIGATION HISTORY:** (Please see Form 1.12, Section 3 of Qualification Information)

- b) The tenderer/tenderers should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the five years as on date of submission of this tender.
- c) If the litigation started by the tenderer without recourse to measures of Dispute Resolution and Arbitration as provided in the Contract or the litigation in respect of challenge of award of Arbitration by the tenderer, will be treated as Litigation case indulged by the tenderer for this Para of Litigation History. Any history of awards against the tenderer or any partner of a joint venture or failure to provide accurate information then the acceptance/ rejection is at sole discretion of the Employer. Bidders having litigation with BI-RIDE are not eligible to participate in this tender.
- d) **Note:** The tenderers including each of the partners of a Joint Venture should provide information on any history of litigation or Arbitration resulting from contracts executed in the 5 years as on date of submission of this tender. A separate sheet should be used for each partner of a Joint Venture.

35 Jurisdiction of Courts

The Tendering process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Tender Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the Tendering process. The Jurisdiction of Courts is Bengaluru, Karnataka

36 Stamp duties and charges

The contractor has to bear the stamp duties and charges for agreements/registration as per Karnataka stamp Act.